GOOGLE INC. AND KAI-FU LEE v. MICROSOFT CORPORATION,
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA,
CIVIL ACTION NO. CV 05-03095 (RMW)

DECLARATION OF STEPHEN E. TAYLOR
IN SUPPORT OF MOTION BY PLAINTIFFS
GOOGLE INC. AND KAI-FU LEE FOR SUMMARY JUDGMENT

EXHIBIT A

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

MICROSOFT CORPORATION, a Washington corporation, Plaintiff, v. KAI-FU LEE and GOOGLE INC., a Delaware corporation, Defendants.	No. COMPLAINT

Plaintiff Microsoft Corporation ("Microsoft") is suing defendants Kai-Fu Lee ("Lee") and Google Inc. ("Google") because Lee is breaking contractual promises to Microsoft, and Google is intentionally assisting Lee. Microsoft hired Lee as a Vice President almost five years ago, and has richly rewarded him for the fine work he has performed on behalf of the company. As a condition of becoming an executive at Microsoft, Lee agreed to certain contractual provisions, including a limited non-compete agreement, aimed at protecting Microsoft's confidential, proprietary and trade secret information. During his tenure as a Vice President at Microsoft, Lee lead the development of certain proprietary search technologies, including Microsoft technologies that directly compete with substantially similar services offered by Google. In addition,

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Lee is one of the main architects of Microsoft's business strategies in China. By virtue of his position, Lee was afforded access to highly confidential, proprietary and trade secret technological data and business plans regarding Microsoft's search strategies and business plans for China. Lee recently announced that he is leaving Microsoft to join Google to become the head of Google's new office in China. Accepting such a position with a direct Microsoft competitor like Google, violates the narrow non-competition promise Lee made when he was hired as an executive. It may also violate, or threatens to violate, Lee's other contractual obligations, such as his promises to maintain in strict confidence Microsoft confidential, proprietary and trade secret information. Google is fully aware of Lee's promises to Microsoft, but has chosen to ignore them, and has encouraged Lee to violate them.

I. PARTIES

1. Microsoft is a Washington corporation with its principal place of business in Redmond, Washington.

2. Lee is a resident of Bellevue, Washington. Lee held the position of Vice President at Microsoft for most of the last five years. For at least the last three years, Lee has worked in Microsoft's Natural Interactive Services Division. His duties included managing the creation of new search technologies and methodologies for Microsoft. Search technologies and innovations developed by Lee are utilized throughout Microsoft, and incorporated into products and services that directly compete with Google. In addition, throughout his career at Microsoft, Lee has held leadership roles with respect to Microsoft's strategies for doing business in China.

3. Google is a Delaware corporation with its principal place of business in California. Google maintains an office in Kirkland, Washington and does business throughout the State of Washington. Google purports to have the world's largest internet search engine. Google profits from this search engine by selling advertising targeted at

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consumers that use the free service. Microsoft's MSN search engine is one of Google's major competitors. Google has also developed software that allows consumers to search their personal computers. When consumers have this software and run this kind of search on their personal computers, the Google product returns results both from the hard drive of the personal computer and from the internet. The MSN division of Microsoft offers a similar desktop search service. The MSN service was recently developed by Lee's group at Microsoft.

II. JURISDICTION AND VENUE

4. This is an action for monetary damages and injunctive relief arising out of Defendant Lee's breach of his written employment agreement(s) with Microsoft, in which he promised (a) to devote his entire working time, abilities, and efforts to Microsoft in furtherance of Microsoft's best interests and to refrain from engaging in other activities that may conflict with Microsoft's business interests; (b) never to disclose Microsoft's confidential and proprietary information and trade secrets to others outside of Microsoft; (c) never to use such confidential and proprietary information or trade secrets for any purpose other than his work for Microsoft; (d) not to solicit or induce other Microsoft employees to leave Microsoft and work for other companies; and (e) for a period of one year following termination of his employment, not to compete with Microsoft in certain, defined ways or provide services to any other person or entity that competes with Microsoft in certain, defined ways. Defendant Lee has either actually breached or threatened to breach one or more of these promises.

5. This Court has jurisdiction over the action pursuant to RCW § 2.08.010. Defendant Google is subject to the jurisdiction of this Court because it does business and maintain offices in Washington. Defendant Lee is subjected to the jurisdiction of this Court because his agreement with Microsoft was entered into in Washington and because he has expressly consented to the jurisdiction of this Court Venue is proper in this Court

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pursuant to the express terms of the agreement between Microsoft and Lee and RCW § 4.12.025.

III. FACTS

6. On August 8, 2000, Lee entered into an Employee Agreement ("Agreement") with Microsoft. Microsoft required Lee to enter into this Agreement as a condition of his employment by Microsoft and in conjunction with his promotion to the position of Vice President. In return for entering into the Agreement, Lee received substantial compensation and benefits.

7. Paragraph 1 of the Agreement provides, in relevant part:

> 1. **Best Efforts/Conflicting Interest/Moonlighting.** I will diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of Microsoft. During my employment, I will not engage in any activity or investment that (a) conflicts with Microsoft's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties for Microsoft, or (c) interferes with the independent exercise of my judgment in Microsoft's best interest. . . .

8. Paragraph 3 of the Agreement provides, in relevant part:

> 3. **Non-Disclosure.** During my employment and at all times thereafter, I will neither disclose to anyone outside Microsoft nor use for any purpose other than my work at Microsoft . . . any confidential or proprietary information or trade secrets of Microsoft or its subsidiaries . . . . "Confidential or proprietary information or trade secrets" means all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of Microsoft . . ., including without limitation: information about actual or prospective customers, suppliers and business partners; business, sales, marketing, technical, financial and legal plans, proposals and projections; concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, experimental work and work in progress.

9. Paragraph 9 of the Agreement provides, in relevant part:

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> **9. Non-Competition and Non-Solicitation.** While employed at Microsoft and for a period of one year thereafter, I will not (a) accept employment or engage in activities competitive with product, services or projects (including actual or demonstrably anticipated research or development) on which I worked or about which I learned confidential or proprietary information or trade secrets while employed at Microsoft; (b) render services to any client or customer of Microsoft for which I performed services during the twelve months prior to leaving Microsoft's employ; (c) induce, attempt to induce, or assist another to induce or attempt to induce any person to terminate his employment with Microsoft or to work for me of for any other person or entity. If during or after my employment with Microsoft I seek work elsewhere, I will provide a copy of this Agreement to any persons or entities by whom I am seeking to be hired before accepting employment with or engagement by them.

10. Paragraphs 12 and 13 of the Agreement provide, in relevant part:

> **12. Equitable Relief.** I acknowledge that any violation of this Agreement by me will cause irreparable injury to Microsoft and shall entitle Microsoft to extraordinary relief in court, including but not limited to temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

> **13. Non-Waiver and Attorneys' Fees.** . . . If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

11. Paragraph 14 of the Agreement provides, in relevant part:

> I agree that . . . exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in state or federal court located in King County, Washington. . . . The terms and conditions of this Agreement shall survive termination of my employment.

12. Lee worked as a Vice President for Microsoft beginning in August 2000. For the last several years he has worked in Microsoft's Natural Interactive Services Division. Although Lee has worked on several technologies during his employment with Microsoft, search technologies were a primary focus. For example, at one point Lee was

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responsible for the overall development of the MSN internet search application. Lee subsequently led the development of search technologies and applications that ultimately became the recently released MSN desktop search service. Over the past several years, Lee and his team have contributed significantly to the development of MSN's new internet search service that was just released this year. All of these search technologies and services compete directly with substantially similar technologies and services offered by Google.

13. As a result of his leadership role with respect to the development of various Microsoft search technologies, Lee was privy to confidential and proprietary information and trade secrets related to search strategies, architecture of search engines, natural language advancements for search engines and algorithms designed to improve search engines and search results. In addition, Lee learned of Microsoft's confidential and proprietary plans to monetize the search technologies it developed.

14. In addition to his leadership role with respect to search technologies, Lee was one of the lead executives in charge of developing and implementing Microsoft's business strategies with respect to China. Prior to joining Microsoft Corporation, Lee worked for an affiliate company in China where he was in charge of Microsoft's China research laboratory. Since his return, Lee has continued to lead on issues related to China. As a result, he has had access to confidential and proprietary information and trade secrets related to Microsoft's overall China business strategy, Microsoft's target areas for expansion, Microsoft's plans for gaining market share with respect to internet search in China, and Microsoft's key employees, partners and contacts in China.

15. In addition, Lee has been exposed to a great deal of other high level company strategic information by virtue of his executive status with the company. Lee regularly received "executive only" confidential business plans and strategies, and

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regularly attended "executive only" meetings wherein these confidential business plans and strategies were discussed.

16. On July 5, 2005, Lee informed the head of his department, Eric Rudder, that he did not plan to return from sabbatical. Lee stated he had contacted Google regarding employment six weeks before leaving for sabbatical, and had spoken with Google attorneys, whom he said warned him Microsoft would become angry and escort him off the premises when he admitted he had spoken with them. Lee stated Google offered him the opportunity to build and lead its China office "end to end." Were Lee to accept such a role, he would necessarily work on Google search technologies that directly compete with the search technologies he helped develop for Microsoft. In addition, were he to accept the position with Google, he would necessarily be helping Google compete against Microsoft's business strategies for China – strategies that he helped develop on behalf of Microsoft.

17. Prior to offering Lee the position in China, Google was well aware of the fact that every Microsoft employee is required to execute an Employee Agreement that contains restrictions similar to those found in Lee's Employee Agreement. Nevertheless, simultaneously with the service of this Complaint on Lee, Microsoft specifically informed Google of Lee's Employee Agreement and provided it with a copy of that Agreement.

18. Although Google is aware that employing Lee as the head of its China operations will cause Lee to breach his contractual obligations to Microsoft, Google has wrongfully continued to employee Lee, and thus intentionally interfered with Microsoft's contractual rights, and put at risk Microsoft's confidential, proprietary and trade secret information.

19. The information Lee obtained and had access to while employed at Microsoft—including, but not limited to, confidential search plans and technologies, confidential plans to compete with Google and confidential plans for Microsoft's business

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strategies in China---were considered and treated as confidential and proprietary by Microsoft and constitutes Microsoft's proprietary trade secrets. For example, the search engine source code and architectural plans are maintained by Microsoft in a manner to ensure that they are accessed only by individuals who have expressly agreed to maintain them as confidential. Moreover, the confidential business plans and strategies regarding China are accessible only by a select number of Microsoft employees. Access to such confidential and proprietary information would be strategically and economically advantageous to any company or individual seeking to compete with Microsoft such as Google. Lee's intimate knowledge of such confidential and proprietary information would undoubtedly be beneficial to him and Google, in competing with Microsoft.

20. Lee's current and threatened continuing violations of the Agreement have caused and will continue to cause irreparable harm to Microsoft.

IV. COUNT I: BREACH OF CONTRACT

21. Microsoft incorporates the allegations of Paragraphs 1 through 20 as though fully set forth herein.

22. Lee entered into a valid and binding agreement with Microsoft in which he promised that he would not, for a period of one year following termination of his employment with Microsoft, compete with Microsoft in certain, defined ways or provide services to any other person or entity that competes with Microsoft in certain, defined ways—i.e., he would not accept employment or engage in activities competitive with products, services or projects (including actual or demonstrably anticipated research or development) on which he worked or about which he learned confidential or proprietary information or trade secrets while employed at Microsoft.

23. Lee received adequate consideration to support the Agreement.

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24. Lee breached the Agreement by accepting employment with Google, which competes with Microsoft in the provision on search services worldwide and specifically in the China market.

V. COUNT II: BREACH OF NON-DISCLOSURE PROMISES AND MISAPPROPRIATION OF TRADE SECRETS

25. Microsoft incorporates the allegations of Paragraphs 1 through 24 as though fully set forth herein.

26. While an employee of Microsoft, Lee was privy to sensitive, privileged, confidential, and proprietary information that constitutes trade secrets of Microsoft.

27. Based on information and belief, Lee's conduct threatens to disclose or Lee inevitably will disclose Microsoft's trade secrets to Google and/or others for his and/or Google's financial gain in the course of working to improve Google search products that compete with Microsoft, and in the course of establishing and building Google's presence in China to compete with Microsoft's efforts in China. Such actions by Lee violates the non-disclosure provisions of the Agreement.

28. Moreover, the conduct of Lee and Google constitutes threatened misappropriation of trade secrets in violation of RCW 19.108 et seq.

29. Defendants' threatened misappropriation of Microsoft's trade secrets is causing and, if not enjoined, will continue to cause substantial and irreparable injury and damages to Microsoft.

VI. COUNT III: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

30. Microsoft incorporates the allegations of Paragraphs 1 through 29 as though fully set forth herein.

31. Microsoft has a valid contract with Lee which, amongst other things, prohibits Lee from working for a competitor like Google for a period of one year after leaving Microsoft.

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32. Google knew that Lee had a non-competition agreement with Microsoft and still offered Lee a job (or has continued to employ him) knowing that his employment would violate Microsoft's legitimate contractual rights, and would allow Google to obtain an unfair and improper competitive advantage against Microsoft.

33. The conduct of Google constitutes or threatens to constitute tortuous interference with contractual relations. This conduct has and will continue to result in damages to plaintiff.

VIII. PRAYER FOR RELIEF

WHEREFORE, Microsoft prays for the following relief:

A. Entry of a preliminary injunction and permanent injunction that:

(i) Enjoins Lee and Google from all actions in violation of Lee's Employee Agreement;

(ii) Enjoins Defendants or any person or entity acting in concert with them from disclosing or misappropriating for their own use or benefit, any of Microsoft's trade secrets or other confidential and proprietary information in violation of the Agreement and RCW 19.108 et seq.; and

(iii) Requires Defendants to return to Microsoft's counsel within 24 hours all property, documents, files, reports, and/or other materials that Defendants have in their possession, custody, or control that were obtained from Microsoft;

(iv) Prohibits Defendants from destroying any documents of any kind, whether in written or electronic form, that relate in any way to Microsoft and Google's employment of Lee;

(v) Enjoins Lee, or Google on Lee's behalf, from soliciting, encouraging, or attempting to induce employees of

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Microsoft or its subsidiaries to terminate their employment and go to work for any other entity, including Google; and

B. Compensatory damages in an amount to be determined at trial;

C. An award of Microsoft's attorneys' fees and costs incurred pursuant to the Agreement; and

D. Such further relief as the Court deems just and equitable.

DATED this 18th day of July, 2005.

PRESTON GATES & ELLIS LLP

By ______________________
Jeffrey C. Johnson, WSBA # 23066
Attorneys for Plaintiff
Microsoft Corporation

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MICROSOFT CORPORATION EMPLOYEE AGREEMENT ("Agreement")

In consideration of the employment offered[redacted]he by MICROSOFT CORPORATION ("MI[redacted]SOFT"), a Washington corporation, and the compensation now and hereafter paid to me, I agree as follows:

1. Best Efforts/Conflicting Interest/Moonlighting. I will diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of MICROSOFT. During my employment, I will not engage in any activity or investment that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties for MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests. An investment of less than 1% of the shares of a company traded on a registered stock exchange is not a violation of this paragraph. I will comply with MICROSOFT's policies regarding disclosure and approval of work outside of MICROSOFT ("moonlighting" activities), as those policies may be amended from time to time.

2. Employment Terminable At Will, With or Without Cause, By Employee or Microsoft. I acknowledge and agree that my employment with MICROSOFT is not for any specific or minimum term, that its continuation is subject to MICROSOFT's and my mutual consent, and that it is terminable at will, meaning that either MICROSOFT or I will be free to terminate my employment at any time, for any reason or no reason, with or without cause, and with or without notice, pre-termination warning or discipline, or other pre- or post-termination procedures of any kind. I acknowledge and agree that any prior representations to the contrary are void and superseded by this Agreement. I am not entitled to rely and I shall not rely on any future representations to the contrary, whether written or verbal, express or implied by any statement, conduct, policy, handbook, guideline or practice of MICROSOFT or its employees or agents. Any such future contrary representations will not modify this Agreement or my at will status. Notwithstanding paragraph 14 below, my at will status may only be modified by a formal written "Employment Contract" signed by me and an officer of MICROSOFT and containing language expressly stating MICROSOFT's agreement to modify the terms of this Agreement.

3. Non-Disclosure. During my employment and at all times thereafter, I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT: a) any MICROSOFT confidential or proprietary information or trade secrets; or b) any information MICROSOFT has received from others that it is obligated to treat as confidential or proprietary. I will not disclose confidential or proprietary information or trade secrets to other MICROSOFT employees except on a "need-to-know" basis, and I will not disclose third party confidential or proprietary information except as permitted by any applicable agreement between MICROSOFT and the third party. "Confidential or proprietary information or trade secrets" means all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of MICROSOFT or any third party doing business with or providing information to MICROSOFT, including without limitation: information about actual or prospective customers, suppliers and business partners; business, sales, marketing, technical, financial and legal plans, proposals and projections; concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, experimental work and work in progress. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom if anyone it may be disclosed, I will consult my manager.

4. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I solely or jointly may conceive, develop, author, reduce to practice or otherwise produce during my employment with MICROSOFT. I waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove all of the following:

a) it was developed entirely on my own time;
b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT were used in its development;
c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated business, research or development of MICROSOFT; and
d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to lie in the United States government by any contract between MICROSOFT and the United States government or any of its agencies. In addition to the rights provided to MICROSOFT under paragraph 5 below, as to any Invention complying with 4(a)-(d) above that results in any product, service or development with potential commercial application, MICROSOFT shall be given the right of first refusal to obtain exclusive rights to the Invention and such product, service or development.

5. Excluded and Licensed Inventions. I have attached a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. As to any Invention in which I have an interest at any time prior to or during my employment, if I use or incorporate such an Invention in any released or unreleased MICROSOFT product, service, program, process, machine, development or work in progress, or if I permit MICROSOFT to use or incorporate such an Invention, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to exercise any and all rights with respect to such Invention, including the right to protect, make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

6. Applications for Copyrights & Patents. At any time during my employment and thereafter, I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If because of my incapacity or for any other reason

MICROSOFT is unable to secure my sig[illegible]e to apply for or pursue any application for [illegible]egistration of any U.S. or foreign patent or copyright covering Inventions assigned [illegible]MICROSOFT as stated above, I hereby i[illegible]ably appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act in my stead to execute and file any such applications and to do all other lawful acts to further the prosecution, issuance, maintenance or enforcement of U.S. and foreign patent applications, patents and copyrights thereon with the same legal force and effect as if executed by me. In furtherance of this Agreement, I will testify at MICROSOFT's request and expense in any legal proceeding arising during or after my employment.

7. Prior Employers & Obligations. I warrant that my employment with MICROSOFT will not violate any contractual obligations I have. I will not use during my employment with MICROSOFT nor disclose to MICROSOFT any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers, and I will not bring onto MICROSOFT's premises any unpublished document or any property belonging to any such persons or entities without their consent. I will honor any non-disclosure, proprietary rights, or other contractual agreements I may have with any person or entity, and I have disclosed to MICROSOFT any such agreements that may bear on my employment with MICROSOFT.

8. Return of Materials. When my employment with MICROSOFT ends, I will immediately return to MICROSOFT all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes and tapes, and any other material in any form or media containing any confidential or proprietary information or trade secrets, as defined in paragraph 3 above. I will also return any keys, access cards, credit cards, identification cards and other property and equipment belonging to MICROSOFT. All materials, data and information stored on or transmitted using MICROSOFT owned or leased property or equipment is the property of MICROSOFT and is subject to access by MICROSOFT at any time without further notice.

9. Non-Competition & Non-Solicitation. While employed at MICROSOFT and for a period of one year thereafter, I will not: (a) accept employment or engage in activities competitive with products, services or projects (including actual or demonstrably anticipated research or development) on which I worked or about which I learned confidential or proprietary information or trade secrets while employed at MICROSOFT; (b) render services in any capacity to any client or customer of MICROSOFT for which I performed services during the twelve months prior to leaving MICROSOFT's employ; (c) induce, attempt to induce, or assist another to induce or attempt to induce any person to terminate his employment with MICROSOFT or to work for me or for any other person or entity. If during or after my employment with MICROSOFT I seek work elsewhere, I will provide a copy of this Agreement to any persons or entities by whom I am seeking to be hired before accepting employment with or engagement by them.

10. Reimbursement. I hereby authorize MICROSOFT, at any time during my employment or following my termination, to withhold the following from any monies it otherwise owes me (including without limitation salary, bonus, commissions, expense reimbursements, and ESPP refunds): any and all monies due to MICROSOFT from me (including without limitation cash and travel advances, amounts I owe the Company Store, overpayments made to me by MICROSOFT, amounts received by me due to MICROSOFT's error, unpaid credit or phone card charges, or any debt I owe MICROSOFT for any reason, including misuse or misappropriation of company assets). Further, I agree that MICROSOFT may condition the exercise of any stock options I may receive by requiring me to (a) sell a sufficient number of shares to generate cash to repay any such amounts I owe to MICROSOFT and (b) remit such cash to MICROSOFT.

11. Personal Property. I agree that MICROSOFT is not responsible for loss of or damage to personal property on MICROSOFT premises or, if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hold MICROSOFT harmless from any and all claims relating to loss of or damage to such personal property.

12. Equitable Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT and shall entitle MICROSOFT to extraordinary relief in court, including but not limited to temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

13. Non-Waiver & Attorneys' Fees. Waiver by either me or MICROSOFT of strict performance of any provision of this Agreement shall not be a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

14. General. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such laws apply to contracts performed within Washington by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in state or federal court located in King County, Washington. If a court declares any provision of this Agreement excessively broad, it shall be enforced to the maximum extent permissible by law. If a court declares any provision of this Agreement void, it shall be severed from this Agreement, the remainder of which shall remain in full force and effect. This Agreement sets forth the entire agreement of MICROSOFT and myself as to the subjects discussed herein, and it may not be modified except by a subsequent written agreement signed by me and an officer of MICROSOFT. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to me, I sign my name this 8th day of August, 2000.

Signature

Inventions listed on attached: ______ Yes ✓ No

Kai-Fu Lee
Name (Print)

MS Witness